



BID NO.: *REPL 4694
OPENING: 2:00 P.M.
WEDNESDAY
*** , 2004**

MIAMI-DADE COUNTY, FLORIDA

I N V I T A T I O N T O B I D

TITLE:

**CRYOGENIC OXYGEN FACILITIES TECHNICAL, MAINTENANCE AND
EMERGENCY SERVICE FOR MIAMI-DADE WATER AND SEWER DEPARTMENT
(M-DWASD)**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:.....	N/A
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:.....	N/A
EQUIPMENT LIST:.....	N/A
INDEMNIFICATION/INSURANCE:.....	SEE SECTION 2.0, PARAGRAPH 2.11
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:.....	N/A
RACE-CONSCIOUSNESS MEASURE:.....	*TBD
SAMPLES/INFORMATION SHEETS:.....	N/A
SECTION 3 – MDHA:.....	N/A
SITE VISIT/AFFIDAVIT:	SEE SECTION 2.0, PARAGRAPH 2.8
USER ACCESS PROGRAM:	SEE SECTION 2.0, PARAGRAPH 2.21
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:

Maggie Reynaldos at (305) 375-1658, or at mtc@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **Read This Entire Document & Handle All Questions In Accordance With Section 1.0, Item 1.2(D)**
- **Attach an Executed Set of the Appendix Formal Bid Affidavits to Submittal**

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION**

**FAILURE TO SIGN PAGE * OF SECTION 4, BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE**

This document is a draft of a planned solicitation and is
subject to change without notice.

DRAFT

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: *

**Title: CRYOGENIC OXYGEN FACILITIES TECHNICAL, MAINTENANCE AND
EMERGENCY SERVICE FOR MIAMI-DADE WATER AND SEWER DEPARTMENT
(M-DWASD)**

Sr. Procurement Contracting Agent: Maggie Reynaldos, CPPB

Bids will be accepted until 2:00 p.m. on * , 2004

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE.**

This document is a draft of a planned solicitation and is
subject to change without notice.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

Enrolled Vendor – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19th Floor, Miami, FL 33123-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County,

the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate

SECTION 1

GENERAL TERMS AND CONDITIONS

authority are under the “Cone of Silence”. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder’s facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.

2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed “Acknowledgment of Addenda” form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders’ Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be

withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder’s offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder’s firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked “Alternate Bid”.
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period. In such event, the County will notify the successful Bidder(s) in writing of such extensions.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension upon mutual agreement between the County and the successful Bidder(s).

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. The provisions of Section 2-8.5 also apply to Broward County businesses due to the InterLocal Agreement between Miami-Dade and Broward Counties. A local business shall be defined as:

- a business that has a valid occupational license, issued by Miami-Dade County or Broward County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased; and
- a business that has physical business address located within the limits of Miami-Dade County or Broward County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

When the bid from a Miami-Dade or Broward local business is within 10% of the lowest price submitted by a non-local business, the local business, and the non-local business that submitted the lowest initial bid, shall have the opportunity to submit a best and final bid equal to or lower than their initially submitted pricing.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1

GENERAL TERMS AND CONDITIONS

- B.** To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C.** For award recommendations greater than \$100,000 the following shall apply:

When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D.** For award recommendations from \$25,000 to \$100,000 the following shall apply:

Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or

interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

SECTION 2
SPECIAL CONDITIONS**CRYOGENIC OXYGEN FACILITIES TECHNICAL, MAINTENANCE AND EMERGENCY
SERVICE FOR MIAMI-DADE WATER AND SEWER DEPARTMENT (M-DWASD)****2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR A COUNTY DEPARTMENT**

The purpose of this Invitation to Bid is to establish a contract for the acquisition of Technical and Repair Services and Maintenance for Cryogenic Oxygen Facilities, in conjunction with the needs of the Miami-Dade Water and Sewer Department (M-DWASD) on an as needed when needed basis.

2.2 INTENTIONALLY OMITTED**2.3 INTENTIONALLY OMITTED****2.4 TERM OF CONTRACT: ONE (1) YEAR**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Bids & Contracts Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for one (1) year and upon completion of the expressed and/or implied warranty period.

2.5 OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS-WITH PRICE ADJUSTMENT

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional four (4) years on a year-by-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the Consumer Price Index Urban Wage Earners and Clerical Workers US – All Items.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently

This document is a draft of a planned solicitation and is
subject to change without notice.

SECTION 2
SPECIAL CONDITIONS

exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County may consider the vendor in default which may affect that vendor's eligibility for future contracts.

2.6 METHOD OF AWARD: TO A QUALIFIED SINGLE BIDDER BASED ON HOURLY RATES

Award of this contract will be made to the lowest responsive, responsible qualified bidder, exclusive of options. To be considered for award, the bidder shall offer prices for all items. If a bidder fails to bid on all items its bid shall be declared non-responsive.

In addition to other County and contract requirements, all bidders must meet or exceed the following requirements to be declared responsive and qualified, and to be considered for award of this contract:

- 2.6.1 The vendor must maintain an office/warehouse staffed by competent company representatives who can be contacted during regular working hours and are versatile, experienced and qualified in the industry. They must be authorized to discuss matters pertaining to the contracted services and be cognizant of the industry and industry standards.

A list of the firm's key personnel, including their position or roles in the firm, and their contact information (telephone, fax, cell phone, e-mail), shall be included with the bidder's submittal. The list shall include the personnel's applicable experience and their qualifications. This document shall demonstrate to the County's satisfaction that the bidder's staff meets the requirement described in the paragraph above.

- 2.6.2 The vendor must include with its submittal the resumes of a minimum of three (3) firm individuals who shall be designated as qualified to provide service for the existing oxygen generation facilities. One of the three resumes must be for the Field Engineer described in these Special Conditions, Paragraph 2.30. The resumes shall be submitted detailing the relevant experience and qualifications of the firm employees in providing the scope of services required by this Invitation to Bid. The Field Engineer should have references from previous or current employers listing his or her experience. Their experience should include 5–10 years of specific experience in Union Carbide cryogenic systems. The Field Engineer should be able to shut down and start up Union Carbide cryogenic plants without assistance from the customer's personnel. This experience may be supplemented by a degree in Mechanical Engineering or a related degree, but it is not considered a specific requirement. The

SECTION 2
SPECIAL CONDITIONS

actual hands-on experience in this specific field is more critical to operating a cryogenic plant than a related formal degree. This information shall demonstrate to the County's satisfaction that the three (3) firm individuals are qualified to provide service for the existing oxygen generation facilities.

- 2.6.3 The vendor must be equipped with modern office equipment to include a dedicated facsimile (FAX) machine, which is available twenty-four hours a day to provide immediate technical support and to expedite the quotation process.
- 2.6.4 The vendor must be equipped with at least one emergency telephone number, available after normal working hours, weekends, and holidays to provide technical support and/or services in the event of an emergency.
- 2.6.5 The vendor must provide documented and verifiable proof of a minimum of five (5) years experience in the industry to include experience in providing services to cryogenic oxygen production facilities of a minimum 50-ton/day sizes with reversing heat exchanger (RHX) front-end design. The experience must include warm plant thaw startup and major maintenance jobs including insulation removal and cold end check valve replacement. The documentation must also include the names, addresses, telephone numbers, and e-mail addresses of at least three (3) customers (private or government) for whom the vendor has provided such services within the previous three (3) years.
- 2.6.6 The vendor must provide documented and verifiable proof of experience on projects involving installing, upgrading, programming, and the operation of programmable logic control (PLC) systems for oxygen production facilities. Documentation shall include names, addresses, telephone numbers and e-mail addresses of at least three (3) customers (private or government) for whom the vendor has provided such services within the previous three (3) years.
- 2.6.7 The vendor must not have any unresolved performance issues with Miami-Dade County. The vendor's performance as a prime contractor or subcontractor in previous County contracts shall be taken into account when evaluating the vendor's submittal for this Invitation to Bid. The County may survey other County departments during the bid evaluation period to make sure the vendor does not have any unresolved or unsatisfactory performance issues. The County reserves the right to reject the vendor's submittal based on its assessment of the vendor's prior performance.

SECTION 2
SPECIAL CONDITIONS

The bidders are required to submit all of the specified information, documents and attachments with their bid submittal as proof of compliance to the minimum qualification requirements of this Invitation to Bid. However, the County may at its sole discretion allow the vendors to complete, supplement, or extend the qualification documents during the bid evaluation period. Failure to provide proof of compliance to the minimum qualification requirements as specified by the County shall result in the vendor's bid submission being declared non-responsive. The County shall be the sole judge of the vendor's conformance with the qualification requirements and its decision shall be final. The County reserves the right to verify the information submitted by the bidders and to obtain and evaluate additional information, as it deems necessary, to ascertain the bidders' conformance to the minimum qualification requirements.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the bidder is awarded a contract under this bid solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of contract.

2.8 EXAMINATION OF SITE (RECOMMENDED)

Prior to submitting its offer it is advisable that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine carefully the drawings and specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. The locations of the sites are provided in the Technical Specifications, Paragraph 3.2. For site visitation appointments, contact Mr. Joe Cummings at 305-949-9898 or at JCUMM@miamidade.gov, and Mr. George Sutton at 305-257-5331 or at GSUTT@miamidade.gov.

2.9 INTENTIONALLY OMITTED**2.10 INTENTIONALLY OMITTED****2.11 INDEMNIFICATION AND INSURANCE**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate

SECTION 2
SPECIAL CONDITIONS

proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida, 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

SECTION 2
SPECIAL CONDITIONS

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of Commission approval, the Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.23 of the General Terms and Conditions.

The Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in accordance with Section 1.23 of the General Terms and Conditions.

2.12 INTENTIONALLY OMITTED

2.13 INTENTIONALLY OMITTED

2.14 INTENTIONALLY OMITTED

SECTION 2
SPECIAL CONDITIONS**2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED**

The vendors shall submit an invoice to the M-DWASD for services rendered. In addition to the general invoice requirements set forth below, the invoices shall reference any corresponding work order number and shall be fully documented by identifying the service location and itemizing the services provided to the County. The invoice shall be submitted to the M-DWASD within thirty (30) calendar days after the service have been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- M-DWASD Requisition Number

III. Pricing Information:

- Unit price of the services provided
- Extended total price of the services
- Applicable discounts

IV. Computations for payment for each requested job hereunder shall be as follows:

- A. Bid Item 1: Measurement of actual on-the-job site man-hours worked by the vendor's Field Service Engineer, as ordered and approved by the M-DWASD Oxygen Plant Supervisor, or designee, shall be to the closest hour. Actual hours will be the number of man-hours worked times the bid hourly labor rate per hour. The bid hourly labor rate per hour will be used for all payment calculations.
- B. Bid Option: Measurement of payment to the vendor for all upgrades, as may be required, or parts procured by him will be paid for on the basis of

SECTION 2
SPECIAL CONDITIONS

the evidence provided by the vendor of the actual cost of such parts as shown (including freight and handling charges). This option will only apply when requested and approved in writing by the Oxygen Plant Supervisor or designee. Mark up for equipment upgrades, replacement parts and materials as may be required to be furnished by the vendor must not exceed 20%.

V. Delivery Information:

- Delivery terms
- Location and date of delivery of services

Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated.

2.16 INTENTIONALLY OMITTED

2.17 INTENTIONALLY OMITTED

2.18 INTENTIONALLY OMITTED

2.19 INTENTIONALLY OMITTED

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact Maggie Reynaldos, CPPB at (305) 375-1658 or at mtc@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

SECTION 2
SPECIAL CONDITIONS**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 CLEAN UP OF THE WORK SITE DURING AND UPON COMPLETION OF A REPAIR PROJECT

As mutually agreed upon by the vendor and the M-DWASD's Oxygen Plant Supervisor or designee, all usable surplus materials and debris shall be removed from the work site premises at the end of each day and disposed of in an appropriate manner. Upon completion of the repair, the vendor shall thoroughly clean up all areas where the repair work has been accomplished and shall restore the work area to a condition equal to or better than pre-repair conditions.

The Oxygen Plant Supervisor shall give written notice to the vendor if those obligations are not met. In the event the vendor fails to comply in excess of two (2) working days, excluding County observed holidays, after the written notice is issued the M-DWASD's Oxygen Plant Supervisor, or designee, may employ such labor and equipment as deemed necessary to remove any unused material and debris and/or restore the work site to the pre-repair condition. The cost of such work together with the cost of supervision shall be charged to the vendor and be deducted from any money due to the vendor on the final

SECTION 2
SPECIAL CONDITIONS

invoice. No repair job shall be considered as having been completed until all worksite clean up obligations have been met.

2.23 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

The successful vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are reported to the vendor by the County's Project Administrator. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within fifteen (15) calendar days of receipt of the notice. If the vendor fails to correct the work by the date specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing.

2.24 EMERGENCY SERVICE

The successful bidder shall provide 24 hours, 7 days a week Emergency Service to the County under the contract. Emergency service response time shall be within twelve (12) hours after notification by the County.

2.25 HOURLY RATE

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards and any other applicable laws of the State of Florida.

2.26 OVERTIME

The vendor will be paid a maximum of 1½ times the value of the contract's regular hourly labor rate for overtime labor. Overtime services must be approved in advanced by the M-DWASD's Oxygen Plant Supervisor or designee.

2.27 LABOR AND MATERIAL CHARGES

The awarded bidder shall provide the County with quality labor and materials on an as needed when needed basis. Accordingly, the bidder shall indicate the cost of this labor and materials on its bid submittal form. The bidder's charges for materials shall not exceed a 20% mark-up from the bidder's actual cost.

SECTION 2
SPECIAL CONDITIONS**2.28 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Bidder are found to be defective or do not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the Bidder at the Bidder's expense or (2) require the Bidder to replace the materials at the Bidder's expense.

2.29 WORK AUTHORIZATION

The Oxygen Plant Supervisor or designee will issue all work orders under this contract by written request to the vendor. No work shall be performed without his authorization and all authorized work shall be performed under his complete supervision.

The M-DWASD's authorized representative shall generate and issue a Work Order for each project to be performed under this Solicitation and subsequent Contract. The Work Order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The Work Order shall include a cost estimate calculated by the County for the work listed on the Work Order. The estimate must be based on the prices submitted by the bidder for this solicitation. For the purposes of identification and payment, the Work Order shall be numbered and dated. The vendor shall be required to supply the M-DWASD's authorized representative with a written price quotation within a time frame specified by the M-DWASD. The bidder shall start the work within 30 days of notification by the Oxygen Plant Supervisor or designee.

- A. Emergency work request may be verbally initiated by the M-DWASD Oxygen Plant Supervisor, or designee, but will be followed up with written requests before any work is performed on plant site.
- B. The Oxygen Plant Supervisor, or designee, shall approve all upgrades, repairs and overhaul work and shall be the final authority for implementing vendor's recommendations.
- C. The Oxygen Plant Supervisor, or designee, shall in all cases determine the amount, quality, fitness and acceptability of the work materials to be paid for the vendor's work.

The M-DWASD shall make a conscientious effort to anticipate the vendor's work requirements and give the vendor sufficient notice to plan and schedule plant work. However, if an emergency is declared by the M-DWASD, the vendor shall have Field Service Engineer available at the plant site within 12 hours. If the vendor fails to respond to the declared emergency within 12 hours, the contract may be cancelled.

SECTION 2
SPECIAL CONDITIONS**2.30 FIELD ENGINEER SHALL BE SUPPLIED BY THE BIDDER**

The successful Bidder shall employ a competent field engineer who shall be in attendance at the project site during the progress of the work. The field engineer shall be the primary representative for the vendor and all communications given to and all decisions made by the field engineer shall be binding to the vendor. Notwithstanding, the field engineer shall be considered to be, at all times, an employee of the vendor under its sole direction and not an employee or agent of Miami-Dade County.

2.31 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this Invitation to Bid shall be in accordance with all governmental standards including but not limited to American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the Environmental Protection Agency (EPA), the Instrument Society of American (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupational Safety and Health Administration (OSHA).

It shall be the responsibility of all awarded vendors to be regularly informed and to conform to any changes in standards issued by any regulatory agencies that govern the commodities and/or services on this Invitation to Bid during the term of the contract.

SECTION 3
TECHNICAL SPECIFICATIONS**CRYOGENIC OXYGEN FACILITIES TECHNICAL, MAINTENANCE AND
EMERGENCY SERVICE FOR MIAMI-DADE WATER AND SEWER DEPARTMENT
(M-DWASD)****3.1 SCOPE**

The work scope consists of providing technical support and supervisory personnel to assist M-DWASD forces in start-up operations, upgrading of existing equipment, maintenance, and emergency repairs of the Cryogenic Oxygen Plants at the M-DWASD's Wastewater Treatment Plants in Miami-Dade County, Florida. The work scope also consists of furnishing all necessary labor, parts, materials and equipment that the M-DWASD might be unable to obtain to provide scheduled maintenance and repairs.

The M-DWASD operates three (3) treatment plants in Miami-Dade County that process and treat wastewater (a combination of liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with any groundwater, surface water, and storm water that may be present). Located at these three (3) wastewater treatment plants are nine (9) oxygen plants, which produce oxygen that is used in the wastewater treatment process. The oxygen is used in the oxygenation reactor tanks to provide for the bacterial respiration requirements so that the process of treating and stabilizing the raw wastewater influent to wastewater treatment areas of a plant can be accomplished. This activity enables a larger volume of wastewater to be processed and disposed of in a shorter period of time than using ambient air. The production of oxygen is therefore critical to the wastewater treatment process and directly affects the associated costs and volume of wastewater processed by the plants.

3.2 EQUIPMENT DESCRIPTION AND SITE LOCATIONS

All bidders are required to inspect the sites prior to the submitting their bids. The locations and description of the sites and equipment are as follows:

- North District Wastewater Treatment Plant
2575 NE 151 Street, North Miami Beach, FL 33160
Contact: Joe Cummings (305) 949-9898

The cryogenic oxygen equipment at the North District Wastewater Treatment Plant consists of: two (2) Union Carbide Model U63 cryogenic oxygen plants with three 1250 HP Joy Compressors, Rotoflow expansion turbines, one 300-ton liquid oxygen storage and vaporizing facility, related process equipment, and electronic instrumentation and controls. In addition, at the North District Oxygen Plant #3, the cryogenic oxygen equipment consists of one (1) Union Carbide Model UI00 cryogenic oxygen plant with two (2) Joy Compressors, one (1) 1500 HP and one (1) 1750 HP motor and Rotoflow expansion turbine.

SECTION 3
TECHNICAL SPECIFICATIONS

- **Central District Wastewater Treatment Plant**

3989 Rickenbacker Causeway, Virginia Key, Miami, FL 33149

Contact: Joe Cummings (305) 949-9898

The cryogenic oxygen equipment at the Central District Plant consists of: three Union Carbide Model U80 cryogenic oxygen plants (two on-duty and one stand-by) with three 1500 HP Joy Compressors, Rotoflow expansion turbines, four 71.5-ton liquid oxygen storage and vaporizing facilities, related process equipment, and electronic instrumentation and controls.

- **South District Wastewater Treatment Plant**

8950 SW 232 Street, Goulds, FL 33170

Contact: George Sutton (305) 257-5331

The cryogenic oxygen equipment at the South District Plant consists of: two Union Carbide Model U80 cryogenic oxygen plants with two 1500 HP Centac Compressors, and one Union Carbide Model U100 plant with one 1750 HP Joy Compressor, Rotoflow expansion turbines, Four 71.5-ton liquid oxygen storage tanks and vaporizing facilities, related process equipment, and electronic instrumentation and controls.

3.3 SERVICE REQUIRED

A. Technical Support

Under the control and guidance of the Oxygen Plant Supervisor, or designee, the vendor shall consult with and render assistance to the M-DWASD on special problems of operations and maintenance which may be encountered from time to time. This work shall include, but not be limited to providing assistance at the job site or by telephone, on equipment or system operation, personnel training, reviewing maintenance status, troubleshooting problems, overhaul procedures, recommending equipment or system upgrading, review of operating data, parts and maintenance planning and conducting audit of the facilities if requested by the M-DWASD. Annual thaws and startups of plants shall be provided along with 90 day CEGT operating thaws on U100's.

B. Upgrade Equipment, Parts and Materials

Any upgrade of equipment, parts and materials for the scheduled maintenance and emergency repairs will usually be supplied by the M-DWASD. In the event the Department cannot provide the materials, the bidder is required to furnish the items as directed by the Oxygen Plant Supervisor or designee.

DRAFT

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
WEDNESDAY
*** , 2004**

INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM
Bids & Contracts Division

Date Issued: *

This Bid Submittal Consists
of Pages * through *

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**CRYOGENIC OXYGEN FACILITIES TECHNICAL, MAINTENANCE AND EMERGENCY
SERVICE FOR MIAMI-DADE WATER AND SEWER DEPARTMENT (M-DWASD)**

Bid Deposit: Not Applicable to this solicitation.

Performance Bond: Not Applicable to this solicitation.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE:	
Senior Procurement Contracting Agent: M. Reynaldos	

FIRM NAME: _____

RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY

**FAILURE TO SIGN PAGE * OF SECTION 4, BID SUBMITTAL FORM, WILL
RENDER YOUR BID NON-RESPONSIVE**

**SECTION 4
BID SUBMITTAL FOR:**

**CRYOGENIC OXYGEN FACILITIES TECHNICAL, MAINTENANCE AND
EMERGENCY SERVICE FOR MIAMI-DADE WATER AND SEWER DEPARTMENT
(M-DWASD)**

FIRM NAME: _____

**CHECKLIST FOR REQUIRED ATTACHMENTS:
(This checklist must be completed by all bidders)**

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Check As Completed:</u>
Paragraph 2.6.1	Attach a list of your firm's key personnel, including their roles and contact information. The list must include the personnel's applicable experience and their qualifications.	
Paragraph 2.6.2	Attach the resumes of a minimum of three (3) firm employees who shall be designated as qualified to provide service for the existing oxygen generation facilities. One of the three resumes must be for the Field Engineer.	
Paragraph 2.6.3	Enter your firm's dedicated facsimile (FAX) machine number, including area code: Fax No. _____	
Paragraph 2.6.4	Enter your firm's emergency telephone number, including area code: Emergency Telephone No. _____	
Paragraph 2.6.5	Attach documented and verifiable proof of a minimum of five (5) years experience in the industry.	
Paragraph 2.6.6	Attach documented and verifiable proof of experience in programmable logic control (PLC) systems for oxygen production facilities.	
Paragraph 2.6.7	Does your firm have any unresolved performance issues with Miami-Dade County? Explain, if answer is "Yes": _____ _____ _____ _____ _____ _____ _____ _____	____ Yes ____ No

**SECTION 4
BID SUBMITTAL FOR:**

**CRYOGENIC OXYGEN FACILITIES TECHNICAL, MAINTENANCE AND
EMERGENCY SERVICE FOR MIAMI-DADE WATER AND SEWER DEPARTMENT
(M-DWASD)**

FIRM NAME: _____

Upgrade Equipment as may be required, provide Technical Support, Maintenance Service and Emergency Repairs for all three (3) Cryogenic Oxygen Facilities for the Miami-Dade Water and Sewer Department, all in accordance with Bid Requirements, Conditions, Provisions and Specifications		
ITEM #	DESCRIPTION	HOURLY LABOR RATE
1	Field Service Engineer per on-site man hour including all travel cost, travel time and all other bid requirements	\$_____Per Hour

<u>OPTION:</u>	
Mark-up for equipment upgrades, replacement parts and materials as may be required to be furnished by the vendor. Mark-up must not exceed 20%	Cost Plus _____%

**SECTION 4
BID SUBMITTAL FOR:**

**CRYOGENIC OXYGEN FACILITIES TECHNICAL, MAINTENANCE AND EMERGENCY
SERVICE FOR MIAMI-DADE WATER AND SEWER DEPARTMENT (M-DWASD)**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



Bid Title: CRYOGENIC OXYGEN FACILITIES TECHNICAL, MAINTENANCE AND EMERGENCY SERVICE FOR MIAMI-DADE WATER AND SEWER DEPARTMENT (M-DWASD)

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here to affirm compliance with this disclosure requirement.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
 Yes _____ No _____
 and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
 Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____/____/____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
 (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____

(Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.



APPENDIX

AFFIDAVITS FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS

▪ **DISABILITY NONDISCRIMINATION AFFIDAVIT** **(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

▪ **MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT** **(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

▪ **MIAMI-DADE COUNTY COLLECTION OF TAXES, FEES AND PARKING TICKETS AFFIDAVIT** **(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

▪ **AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

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▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO
AFFIDAVITS ON PAGES 1 AND 2**

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

Signature of Affiant

Date

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.25 per hour plus health benefits as described in the ordinance, or \$10.59 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-____/____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 ____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

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AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-349-5960 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-349-5960 in order to submit the required affidavit and exemption request.

Witness: _____ Signature _____ Signature _____

Witness: _____ Signature _____ By: _____ Legal Name and Title _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960.

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CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully complaint with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

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This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page, possibly from a composition book or a legal pad. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

Date _____

Revised 01/15/04

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____ Print Name _____ Print Title _____ Date _____
(Duplicate if additional space is needed)

FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCLABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	

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